

CONNELL FOLEY LLP
85 Livingston Avenue
Roseland, New Jersey 07068
(973) 535-0500
Attorneys for Plaintiff,
G&S Livingston Realty, Inc.

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

G&S LIVINGSTON REALTY, INC.,

Plaintiff,

v.

CVS PHARMACY, INC,

Defendant.

Civil Action No.: 10-303 (SDW/MCA)

JUDGMENT

THIS MATTER having come before the Court as a result of the Judgment entered December 4, 2012 in the United States Court of Appeals for the Third Circuit (“Third Circuit”) (dckt. 61), ordering and adjudging that the Order entered in the above-caption case on December 22, 2011 (dckt. 56) is vacated with the proceedings remanded to this Court for entry of judgment in accordance with the Third Circuit’s Opinion; and the Court having reviewed the Third Circuit Opinion and considered the Certification of Amount Due in Support of Judgment, submitted by Plaintiff (dckt. 63) in support of entry of Judgment against Defendant, CVS Pharmacy, Inc. (“CVS”), in accordance with the Opinion; and good cause having been shown;

IT IS on this _____ day of DECEMBER, 2012

ORDERED the Guaranty¹ imposes an unconditional obligation on CVS that continues regardless of the status of the Lease and CVS is responsible pursuant to the Guaranty for all

¹ All terms not otherwise defined herein shall have the meanings ascribed to them in the Complaint.

accruing rent, common area charges, taxes and other costs and expenses which are due or become due under the Lease for the remainder of the Initial Lease Term, January 31, 2018;

AND IT IS FURTHER ORDERED that Judgment be and is hereby entered in favor of Plaintiff, Daven Avenue, LLC, as assignee of G&S Livingston Realty, Inc.,² and against Defendant, CVS Pharmacy, Inc., in the amount of **\$4,604,957.38** representing amounts due under the Guaranty as of December 1, 2012 as set forth in the Certification of Amount Due in Support of Judgment, including attorney's fees and cost of suit related to the enforcement of the Guaranty during the period from January 8, 2010 through December 1, 2012.

AND IT IS FURTHER ORDERED that nothing herein shall preclude Plaintiff from filing a subsequent action seeking damages for CVS's failure to perform any obligations under the Guaranty arising on or after December 1, 2012 through and until January 31, 2018.

HON. SUSAN D. WIGENTON, U.S.D.J.

² G&S Livingston Realty, Inc. assigned and transferred its interest in this action and the Guaranty to Daven Avenue, LLC in accordance with the Chapter 11 Plan of Reorganization of G&S Livingston Realty, Inc. (dckt. 54).